

Craig Dashiell

**LOWENSTEIN SANDLER LLP**

1251 Avenue of the Americas

New York, New York 10020

(212) 262-6700

*Attorneys for Ghost in the Machine Inc. d/b/a Snake Nation*

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

GHOST IN THE MACHINE INC. D/B/A  
SNAKE NATION,

Plaintiff,

v.

PLANNED PARENTHOOD FEDERATION  
OF AMERICA, INC. and PLANNED  
PARENTHOOD GLOBAL, INC.,

Defendants.

Civil Action No. 1:22-cv-9270

**COMPLAINT**

(Jury Trial Demanded)

Plaintiff Ghost in the Machine Inc. d/b/a Snake Nation (“Snake Nation”), by way of its Complaint against Defendants Planned Parenthood Federation of America, Inc. (“PPFA”) and Planned Parenthood Global, Inc. (“PPG,” together with PPFA, “Planned Parenthood”), alleges as follows:

**NATURE OF THE ACTION**

1. Snake Nation is a former business partner of Planned Parenthood. In this action, Snake Nation seeks to recover the contractual damages and business harm Planned Parenthood caused Snake Nation when it terminated the parties’ relationship without paying Snake Nation for its services, stripped Snake Nation of a key portion of its workforce, and pushed Snake Nation’s out of the West African creative economy.

2. Snake Nation is an activist technology start up. Pursuant to a Master Services Agreement, dated September 1, 2017 (the “MSA”), Snake Nation contracted with Planned Parenthood to provide technology support, programming, and related materials for a sexual health and reproductive awareness campaign in West Africa. Based on the MSA and the other arrangements made by the parties, Snake Nation incurred hundreds of thousands of dollars in expenses on the campaign and devoted significant resources providing services for the campaign.

3. When Planned Parenthood terminated the MSA without paying Snake Nation for its work, it dealt a significant blow to Snake Nation. Snake Nation is in the early stages of scaling its business. In working on the Campaign, Snake Nation diverted resources that could have been developing other projects to fulfill its promises to Planned Parenthood. When Planned Parenthood denied Snake Nation payment for its work, Snake Nation was forced to reduce staffing and which resulted in delays in Snake Nation rolling out other key initiatives in the creative economy.

4. Planned Parenthood’s also harmed Snake Nation’s relationships with its business partners in West Africa with whom it subcontracted to provide services for the campaign. Among other things, Planned Parenthood usurped for itself social media influencers that Snake Nation hired and trained by making false representations about Snake Nation’s business practices and withholding monies that those influencers had already earned and conditioning further payment on those influencers agreeing to work exclusively with Planned Parenthood. Planned Parenthood also created the false impression that Snake Nation was a company that would not honor its obligations to other vendors it worked with on the campaign. In effect, Planned Parenthood’s tortious actions have precluded Snake Nation from re-entering the West African creative economy.

5. Snake Nation’s contract damages and the tortious harm Planned Parenthood caused to Snake Nation’s business well-exceed \$1 million.

### **PARTIES**

6. Snake Nation is a corporation organized under the laws of Georgia with places of business at 3674 Charles Drive, Atlanta, Georgia 30344 and Cape Town, South Africa. Snake Nation is a citizen of Georgia for diversity purposes.

7. On information and belief, PPFA is a corporation organized under the laws of New York with a principal place of business at 123 William Street, New York, New York 10038. PPFA is a citizen of New York for diversity purposes.

8. On information and belief, PPG is a corporation organized under the laws of Delaware with a principal place of business at 123 William Street, New York, New York 10038. PPG is a citizen of Delaware and New York for diversity purposes.

9. On information and belief, PPG is a wholly owned subsidiary of PPFA. At all times relevant herein, PPG was under PPFA's control and acted as PPFA's agent for the purposes of entering into the MSA with Snake Nation. PPFA dominated and controlled PPG to carry out actions on PPFA's behalf in its dealings with Snake Nation. On information and belief, various PPFA officers and employees also hold titles with PPG, including Melvin Galloway.

### **JURISDICTION AND VENUE**

10. This Court has subject matter jurisdiction under 28 U.S.C. § 1332, as this is a suit between citizens of different states, with an amount in controversy that exceeds \$75,000, exclusive of interest and costs.

11. This Court has personal jurisdiction over PPFA and PPG because they have their principal places of business in New York and a substantial portion of the events and omissions giving rise to these claims occurred within the State of New York. At all times relevant herein,

Snake Nation dealt with representatives from both PPFA and PPG in New York when providing services under the MSA. PPFA is also incorporated under the laws of New York.

12. Additionally, the Court has personal jurisdiction over PPG because under Section 13(a) of the MSA it irrevocably agreed and consented to the jurisdiction of the courts of the State of New York for “any dispute arising out of [the MSA].”

13. Venue in this Court is proper under 28 U.S.C. § 1391 by virtue of the contractual forum selection clause in Section 13(a) of the MSA; because both Defendants reside in this district; and because a substantial part of the events and omissions giving rise to Snake Nation’s claims also took place within this district.

### **FACTS COMMON TO ALL COUNTS**

14. Snake Nation is a mission-driven Black-owned media company based in Atlanta, Georgia and Cape Town, South Africa, that focuses on engaging young people to developing digital marketing campaigns as a way of creating social impact and work in the creative economy.

15. In 2017, at PPFA’s invitation, Snake Nation scoped and then proposed launching a wellness campaign to promote sexual and reproductive health in West Africa under the name “B!ll! Now Now” (the “Campaign”).

16. On September 1, 2017, PPFA caused PPG to enter into the MSA and related Statement of Work No. 1 with Snake Nation for Snake Nation’s services on the Campaign.

17. After conducting on-the-ground research in West Africa in December 2017, Snake Nation submitted the winning proposal for the Campaign through a competitive RFP process. Snake Nation pitched recruiting teens and young adults—the “Billis”—living in countries where the Campaign was to be deployed to develop and promote Campaign content in order to capture the energy that accompanies movements that empower people to effect change in their own

communities. The added benefit of this model was that it would provide jobs and inject resources into African communities that were traditionally hard-pressed for finances, and would teach the Billis transferrable skills in digital media creation that could be used to obtain later employment.

18. Based on Snake Nation's proposal, PPFA agreed to partner with Snake Nation, and selected Burkina Faso as the pilot country for the Campaign.

19. Prior to Snake Nation starting its work on the Campaign, in July 2018 Snake Nation, PPG, and PPFA executed Statement of Work No. 3, pursuant to which Snake Nation submitted a detailed proposed budget for the Campaign. Under Snake Nation's budget, the Campaign was split into monthly phases, each with its own deliverables for branding, software development, and content production.

20. Snake Nation's budget included the salaries of the "Billis" (*i.e.*, the youth teams that Snake Nation would hire) and fees for Snake Nation's professional services in creating content. Snake Nation also informed Planned Parenthood about the Direct Budget expenditures it would incur on the Campaign—*i.e.*, the spend for vendors, equipment, and out of pocket expenses associated with Snake Nation's teambuilding activities with the Billis needed to facilitate the Campaign.

21. Under Snake Nation's budget for the Campaign, Planned Parenthood would pay: (1) \$2,005,067 for Snake Nation's services; and (2) \$900,000 for Direct Budget expenditures.

22. Latanya Frett, PPG's Executive Director and Melvin Galloway, PPFA's Chief Operating Officer approved the Campaign's budget by signing Statement of Work No. 3 without edit, thereby binding both PPG and PPFA to Snake Nation's proposal.

23. Snake Nation launched the Campaign in August 2018 and submitted deliverables to PPFA's creative team for input, with all such work approved by PPFA employees. After PPFA

approved a deliverable, Snake Nation invoiced PPFA for that work and received payment from PPFA—specifically, Snake Nation sent invoices to Hillary Castillo at PPFA’s corporate headquarters at 123 William Street, New York, New York 10038 for payment.

24. Snake Nation also contracted with Illuminate Africa Group—a regional media company in West Africa—on behalf of Planned Parenthood to obtain media buys for the Campaign, including radio, television, and billboard spots. Payments for Illuminate Africa Group’s media spots were made quarterly, with Snake Nation being required to make upfront payment for a given quarter. Snake Nation’s outlays were to be later reimbursed by PPFA.

25. Ultimately, the Campaign was a success. It reached over 3 million users via social media, and was backed by major donors such as Michael Bloomberg, Warren Buffet, the Bill & Melinda Gates Foundation. The Campaign continues to be a flagship campaign for PPFA.

***The Amendment to Statement of Work No. 3***

26. On December 21, 2018, PPFA caused PPG to enter into an Amendment to Statement of Work No. 3 (the “Amendment”) with Snake Nation that further delineated the fees Planned Parenthood would pay for: (1) Snake Nation’s services—up to \$724,737 remaining through the end of March 2019 under the Campaign’s initial \$2,005,067 budget; and (2) Snake Nation’s Direct Budget.

27. The Amendment was also designed to shift responsibility for paying the Direct Budget from PPFA to Snake Nation, in an effort to eliminate Campaign delays caused by Planned Parenthood not making timely payment to the vendors Snake Nation worked with in Burkina Faso.

28. Up until the Amendment, Snake Nation had submitted invoices from its vendors to PPFA for payment. In the Amendment, the parties agreed instead that Snake Nation would be paid a \$503,410.29 advance (the “Advance”) towards the Direct Budget “on signing of this

Amendment by both parties.” The Advance captured the full amount of Snake Nation’s anticipated Direct Budget expenditures through the end of the Campaign, and was to function like a retainer. Snake Nation would pay vendors using the Advance, and was to submit invoices for Direct Budget expenditures to PPFA for approval. Approved invoices would be credited against the Advance, and Snake Nation was to remit any unused portion of the Advance to Planned Parenthood at the end of the MSA.

29. After executing the Amendment, in January 2019, Snake Nation hosted Planned Parenthood representatives for a retreat to discuss expanding the Campaign to five additional African countries, including a potential expansion into South America. At the end of the retreat, Snake Nation furnished Planned Parenthood with a detailed proposal for accomplishing the expansion, at significant time and expense.

***Planned Parenthood Breaches the MSA***

30. Notwithstanding PPG’s promise that Snake Nation would be paid the Advance upon signing the Amendment, PPFA never paid Snake Nation the Advance.

31. Further, PPFA did not pay Snake Nation for \$134,219 worth of Campaign services Snake Nation provided in December 2018, as detailed in Invoice No. 24, dated December 22, 2018, that Snake Nation submitted to PPFA.

32. By letter dated January 24, 2019, Snake Nation sought clarity from Planned Parenthood about when PPFA would make the \$134,219 payment owed under Invoice No. 24, and informed Planned Parenthood that Snake Nation had paid \$68,000 for media in December 2018 and \$102,392.89 for equipment and production costs in January 2019 that should have been covered by the Advance. Snake Nation also requested an update from Planned Parenthood as to when it could expect the Advance as well as payment for the \$340,514 worth of services and

expenses it billed under Invoice No. 26, dated January 16, 2019, for services Snake Nation provided in January 2019.

33. In response, by e-mail dated January 25, 2019, Mr. Galloway, on behalf of PPFA, informed Snake Nation that “PPFA is reviewing concerns that were brought to our attention related to the performance of Snake Nation’s work. We hope to conclude this review as soon as possible, and hopefully by the end of next week.”

34. This came as a surprise to Snake Nation, as PPFA had never previously disputed any billings from Snake Nation or criticized the quality of Snake Nation’s work.

35. Snake Nation had always obtained feedback from PPFA through the creative process, made any necessary adjustments, and had all of its work approved by PPFA’s creative team and then submitted invoices for that work.

36. Far from there being “concerns” with Snake Nation’s work, PPFA’s creative team had approved the work that resulted in Invoices No. 24 and 26 following that same process.

37. But apart from Mr. Galloway’s email being inconsistent with PPFA’s approval process, his email established that Planned Parenthood was aware that the MSA required Planned Parenthood to dispute billings in writing “within 30 days of the date of the invoice.” Under the MSA, any invoice that was not challenged during that 30-day period was considered “undisputed” and Planned Parenthood was required to pay “undisputed charges in full.”

38. Snake Nation submitted Invoice No. 24 on December 22, 2018, and Mr. Galloway did not dispute that invoice until several days after the 30-day period under the MSA expired. Thus, Invoice No. 24 was “undisputed” and due and owing “in full.”



39. Planned Parenthood did not pay undisputed Invoice No. 24. Nor did Planned Parenthood pay any other amounts Snake Nation billed to PPFA from January 2019 onward under the MSA, including, but limited to, the amounts reflected in Invoice No. 26.

40. Instead, Planned Parenthood breached the MSA's "good faith" negotiation provision for any timely notice disputed billings.

41. The MSA provided Snake Nation with a mandatory opportunity to cure any timely noticed billing dispute arising from its work. As Mr. Galloway noted in his January 25, 2019 email, under the MSA, Planned Parenthood agreed that the parties would "work in good faith to resolve any billing dispute within 60 days after the date PP Client notifies Consultant of the disputed charge."

42. Rather than working with Snake Nation in good faith, Mr. Galloway stonewalled Snake Nation and made no effort to substantiate PPFA's purported challenge to any of Snake Nation's invoices or the quality of its work.

43. While Mr. Galloway initially stated that PPFA "hope[d] to conclude [its] review" in a week and get back to Snake Nation, weeks later PPFA was still purportedly "continuing to review Snake Nation's performance under the agreement with PPG."

44. Snake Nation sent PPFA an additional invoice, Invoice No. 28, dated February 13, 2019, capturing the various outstanding fees and reimbursements Planned Parenthood owed Snake Nation under Invoices No. 24 and 26 plus an additional \$130,954.51 for Snake Nation's Direct Budget.

45. The following day, February 14, 2019, Mr. Galloway, on behalf of PPFA, terminated the MSA, without ever notifying Snake Nation of the results of PPFA's review, thus preventing Snake Nation from curing any alleged deficiencies that review uncovered—and

notwithstanding that over a month remained under the MSA's "good faith" billing dispute resolution provision for Invoice No. 26.

***Planned Parenthood Damages Snake Nation's Business***

46. Separate from breaching its obligations to Snake Nation under the MSA, Planned Parenthood harmed Snake Nation's business reputation and took for itself the Billi workforce Snake Nation assembled while at the same time pushing Snake Nation out of the West African creative economy. Snake Nation was also forced to downsize its domestic workforce at a time when it was working on other key projects for its business.

47. Prior to termination, the Campaign was thriving on the trust and relationships Snake Nation built in West Africa.

48. Among other things, Snake Nation sub-contracted with Illuminate Africa Group to obtain media buys for the Campaign, hired production and editorial vendors, shooters, and event spaces in Burkina Faso, and built bonds with influencers inside youth culture in Africa who served as Billis. Snake Nation also trained the Billis in media editing and content development so that they could effectively deliver Campaign messaging. The Billis, in turn, served as brand ambassadors for Snake Nation.

49. By letter dated January 24, 2019, prior to PPFA terminating the MSA, Snake Nation alerted Planned Parenthood about the harm that Planned Parenthood withholding promised payments caused Snake Nation: Snake Nation was unable to honor the promises it made to its business partners on the ground in Burkina Faso after selling them on the vision that participating in the Campaign would help uplift their communities.

50. Snake Nation also alerted Planned Parenthood by email dated February 14, 2019 about the "disturbing reports from our team in Burkina Faso that PPG is seeking to have meetings

with the Billis directly and in circumvent and undermine Snake Nation.” Snake Nation reminded Planned Parenthood that “Billis are Snake Nation contractors and we would ask that all communication go through proper channels at Snake Nation.”

51. Despite Snake Nation’s documented ask to not be circumvented, it was clear that Planned Parenthood was intent on doing just that. Planned Parenthood coerced the Billis to sever all ties with Snake Nation after Planned Parenthood terminated the MSA by, among other things, requiring them to sign agreements to work exclusively with Planned Parenthood in order to receive payments for their Campaign work—what Planned Parenthood call “bonus” payments.

52. On February 26, 2019, Planned Parenthood convened an in-person meeting with the Billis at the Hotel Silmande in Burkina Faso. Planned Parenthood contacted the Billis in advance via Whatsapp message, informing them that Planned Parenthood was ending its relationship with Snake Nation, and promising them compensation for their continued work on the Campaign.

53. Daisy Tuzo (representing PPFA and PPG) and Safiatou Sali Some (representing PPG) met with the Billis at the Hotel Silmande, and split them into small groups.

54. During the meeting Ms. Tuzo and Ms. Some told the Billis that Planned Parenthood was willing to pay them a bonus for their work on the Campaign, but that to receive this bonus, they would have to sign documents saying that they would work exclusively with Planned Parenthood. By coercing the Billis into signing those documents, Planned Parenthood appropriated the Billis for itself, including the substantial resources Snake Nation had invested in training the Billis and the outreach and growth opportunities the Billis presented in West Africa.

55. On information and belief, the so-called “bonus” Planned Parenthood offered to pay was nothing more than wages owed to the Billis per the terms of their previously negotiated

salaries. Planned Parenthood, however, called this payment a bonus to create the false impression that it was paying the Billis outside of what they had already earned on the Campaign, and that their salaries for prior work were still due and owing. Indeed, upon offering the Billis this bonus payment, Ms. Tuzo and Ms. Some informed the Billis and that they would have to seek payment from Snake Nation for their February and March 2019 salaries on the Campaign.

56. Ms. Tuzo and Ms. Some's statements that Snake Nation was responsible for the Billis' salaries was false—Planned Parenthood was always the entity responsible for paying the Billis' salaries, with payments flowing from Planned Parenthood through Snake Nation per the Direct Budget—and created the misleading impression that Snake Nation was willfully withholding the Billis' pay.

57. In response, the Billis contacted Snake Nation's field managers demanding payment and threatening to take matters up with the Burkina Faso Ministry of Justice. As a result of Planned Parenthood's actions, Snake Nation's field managers and regional managers were placed in danger and Snake Nation's business reputation was tarnished.

58. Burkina Faso still employs debtor's prison, and by making the false assertion that Snake Nation was responsible for or withholding salaries owed to the Billis, Planned Parenthood made Snake Nation and its employees targets. Snake Nation had to extract its team from Burkina Faso for fear of retribution from people whom Snake Nation owed money. One of Snake Nation's employees, editorial team members, Frank, ended up being jailed.

59. On information and belief, Planned Parenthood also selectively paid certain vendors involved in the Campaign without compensating others, which further created the false impression in Burkina Faso that Snake Nation was a company that did not pay its business partners, or favored certain partners over others. At all times since Planned Parenthood terminated the

Campaign, Snake Nation advocated to receive payment for the monies it was owed, as well as the monies Planned Parenthood owed the Billis and the vendors that worked on the Campaign.

60. As a result of Planned Parenthood's actions, Snake Nation not only lost the capital it invested in the Billis, but the growth opportunities the Billis offered Snake Nation, and Planned Parenthood also harmed Snake Nation's business reputation, further eroding Snake Nation's foothold in West Africa's creative market. In essence, Snake Nation cannot return to West Africa until the debts to its partners in Burkina Faso are paid.

61. On information and belief, since terminating the MSA and up through the filing of this Complaint, Planned Parenthood has continued to require the Billis to work with it exclusively and to misrepresent the circumstances under which it ended its business relationship with Snake Nation, causing Snake Nation continuing harm in West Africa and the United States, including with potential investors and business partners. Snake Nation has had to explain to potential investors the circumstances under which Planned Parenthood ended its relationship with Snake Nation.

62. Domestically, Planned Parenthood withholding payment from Snake Nation caused Snake Nation to lose key technology/software developers, strategists and programmers. Snake Nation could not pay those individuals for their work without the funds Planned Parenthood owed Snake Nation, as those individuals had been working to support the Campaign instead of on other Snake Nation projects.

63. The downsizing of Snake Nation's workforce delayed Snake Nation's ability to roll-out other digital projects, and Snake Nation has incurred the time and expense of having to hire a new development team, as well as lost market share.

64. Specifically, Snake Nation was working on a platform to connect digital content creators with consumers and brands. Snake Nation has been set back by three years following Planned Parenthood's breach of the MSA and other tortious activities, during which there have been other market entrants with similar products, including EOS/VOICE and Tik Tok in Africa.

65. In 2019 and 2021, Snake Nation made separate outreach to Planned Parenthood in final attempts to resolve Planned Parenthood's outstanding contract debt under the MSA and the harm it caused to Snake Nation's business. Planned Parenthood rejected Snake Nation's efforts.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract – Against Planned Parenthood)**

66. Snake Nation repeats, realleges, and incorporates by reference all of the allegations in the preceding paragraphs as if set forth here at length.

67. The MSA, as supplemented by the parties' various Statements of Work, and as Amended, is a valid, enforceable, and binding contract supported by consideration, in which Planned Parenthood agreed to pay Snake Nation to develop and promote the Campaign.

68. Both PPFA and PPG are parties to the MSA. PPG executed the original MSA and various statements of work, and PPFA executed Statement of Work No. 3 providing for specific services to be rendered under the MSA.

69. Snake Nation honored its obligations under the MSA by providing Planned Parenthood with development services and creative output for the Campaign, as specified in the binding proposals Planned Parenthood approved concerning the scope of the Campaign and related costs prior to Snake Nation starting its work on the Campaign.

70. During the term of the Campaign, Snake Nation delivered work for approval to PPFA pursuant to the parties' arrangement, and PPFA approved all creative work submitted.

71. Planned Parenthood has unlawfully withheld payments owed to Snake Nation for work done under the MSA, as reflected, among other things, in unpaid Invoices No. 24, 26, and 28, without justification for doing so.

72. First, in the Amendment to Statement of Work No. 3, Planned Parenthood expressly promised to pay Snake Nation an Advance upon execution of that agreement.

73. Snake Nation made media purchases and acquired other equipment necessary to promote the Campaign based on Planned Parenthood's promise of paying that Advance, but Planned Parenthood never paid the Advance.

74. Planned Parenthood also failed to pay Snake Nation for various expenses and services Snake Nation billed to Planned Parenthood from December 2018 until February 14, 2019—the date Planned Parenthood terminated the MSA.

75. Planned Parenthood did not pay Snake Nation for Invoice No. 24, which was submitted for payment more than 30-days before Planned Parenthood challenged that invoice and was therefore undisputed, due, and owing under the MSA.

76. For all other amounts Snake Nation billed to Planned Parenthood, including Invoices No. 26 and 28 and other expenses incurred and services rendered up until the date of termination, Planned Parenthood did not comply with the MSA's good faith negotiation provision for resolving billing disputes, thereby depriving Snake Nation of the opportunity to cure any alleged deficiencies in Snake Nation's work on the Campaign.

77. To date, Snake Nation does not know what specifically prompted Planned Parenthood to place its work under review and deny payment.

78. Snake Nation remained ready, willing, and able to work for Planned Parenthood, including curing any legitimate defects in the work it submitted to Planned Parenthood and discussing with Planned Parenthood options for resolving the alleged billing dispute.

79. As a direct and proximate result of Planned Parenthood's breach of the MSA, Snake Nation has suffered and continues to suffer damages in an amount to be proven at trial, but for no less than \$883,160.88, plus interest running on that amount at a rate of 9% from the date of Planned Parenthood's breach.

**SECOND CAUSE OF ACTION**  
**(Breach of the Implied Covenant – Against Planned Parenthood)**

80. Snake Nation repeats, realleges, and incorporates by reference all of the allegations in the preceding paragraphs as if set forth here at length.

81. The MSA, as supplemented by the parties' various Statements of Work, and as Amended, is a valid, enforceable, and binding contract supported by consideration, in which Planned Parenthood agreed to pay Snake Nation to develop and promote the Campaign.

82. Both PPFA and PPG are parties to the MSA. PPG executed the original MSA and various statements of work, and PPFA executed Statement of Work No. 3 providing for specific services to be rendered under the MSA.

83. Snake Nation performed its obligations under the MSA, including by hiring and investing substantial time and resources in training the Billis to provide services for the Campaign, and subcontracting with media vendors to promote the Campaign.

84. In the alternative to Snake Nation's breach of contract claim, to the extent Planned Parenthood did not breach the express terms of the MSA, it nevertheless acted deliberately and in a manner intended to deprive Snake Nation of the benefits of the MSA.



85. Despite Snake Nation's request that Planned Parenthood's communications with the Billis go through Snake Nation, Planned Parenthood communicated with the Billis without Snake Nation's input or any representative of Snake Nation being present. Through those communications, Planned Parenthood provided the Billis with false information about Snake Nation being responsible for their unpaid salaries on the Campaign, causing Snake Nation to lose the value of the time and resources it invested in the Billis as well as the opportunity to work with the Billis on other projects.

86. Planned Parenthood also withheld payment of the Advance that Snake Nation was to use to pay the media vendors it worked with, and other Direct Budget expenditures Snake Nation incurred, on the Campaign. On information and belief, Planned Parenthood avoided paying the Advance or the vendors Snake Nation contracted with because Planned Parenthood learned that the vendors whom were owed payment for the Campaign believed that Snake Nation was responsible for compensating them, despite the terms of the MSA to the contrary.

87. After the billing dispute arose between Planned Parenthood and Snake Nation, Planned Parenthood refused to work with Snake Nation in good faith to identify the specific reasons Planned Parenthood placed Snake Nation's work under review or the reasons Planned Parenthood withheld payment, and simply refused to compensate Snake Nation at all for work and expenditures that Planned Parenthood had previously approved.

88. As a direct and proximate result of Planned Parenthood's breach, Snake Nation has suffered and continues to suffer damages, in an amount to be proven at trial.

**THIRD CAUSE OF ACTION**  
**(Unjust Enrichment – Against PPFA)**

89. Snake Nation repeats, realleges, and incorporates by reference all of the allegations in the preceding paragraphs as if set forth here at length.

90. To the extent PPFA is not deemed a party to the MSA, Snake Nation provided considerable services on the Campaign that benefitted PPFA, with the expectation that PPFA would compensate it for its services.

91. PPFA received a Campaign that furthered its interests in promoting sexual and reproductive health, and the Campaign helped brand PPFA as a leader in reproductive health care.

92. All invoices that Snake Nation submitted for its work on the Campaign were sent to PPFA, and all payments Snake Nation received on the Campaign were received from PPFA.

93. Despite PPFA benefiting from the Campaign, including connecting with millions of individuals in Burkina Faso about sexual and reproductive health, and the positive publicity the Campaign received, PPFA has not compensated Snake Nation for the services it provided and the expenses it incurred on the Campaign.

94. PPFA has been unjustly enriched to Snake Nation's detriment.

95. As a direct and proximate result of PPFA's conduct, Snake Nation has suffered and continues to suffer damages, in an amount to be proven at trial.

**FOURTH CAUSE OF ACTION**  
**(Injurious Falsehood – Against Planned Parenthood)**

96. Snake Nation repeats, realleges, and incorporates by reference all of the allegations in the preceding paragraphs as if set forth here at length.

97. After it decided to terminate the MSA, in February 26, 2019, representatives from Planned Parenthood, including Ms. Tuzo and Ms. Some, made false representations of fact to the Billis orally and in writing, including saying that Snake Nation was responsible, in part, or in whole, for the Billis not receiving their salaries.

98. Planned Parenthood made these statements with the intent to discredit Snake Nation, cause Snake Nation reputational harm, and persuade the Billis to longer do business with Snake Nation.

99. On information and belief, Planned Parenthood also failed to compensate certain vendors that worked on the Campaign despite promising to do so, without informing those vendors that it was Planned Parenthood, not Snake Nation, that was responsible for paying for their work on the Campaign as Planned Parenthood had agreed to do pursuant to the parties' Direct Budget. Planned Parenthood's failure to clarify the reasons it did not pay certain vendors and that debts owed to vendors were to be reimbursed by Planned Parenthood, not Snake Nation, was done intentionally to make it seem as though Snake Nation, not Planned Parenthood, was responsible for those vendors' harms. On information and belief, Planned Parenthood continues to misrepresent the circumstances under which it ended its business relationship with Snake Nation.

100. Planned Parenthood's representations were false when made, and Planned Parenthood was aware of the falsity of its statements because at all times under the MSA Planned Parenthood was ultimately responsible for paying the Billi's salaries and for paying vendors who worked on the Campaign. Planned Parenthood would pay Snake Nation for those Direct Budget expenses, and Snake Nation in turn would remit monies to the Billis and vendors.

101. As a result of Planned Parenthood's action, Snake Nation's business reputation in West Africa was tarnished and the good will of its brand damaged. Planned Parenthood's actions effectively prevented Snake Nation from re-entering the West African creative economy because persons in the region believe that Snake Nation has willful withheld money from them. On information and belief, there are also numerous vendors and persons in West Africa who believe Snake Nation will not honor its contracts or promises.

102. As a direct and proximate result of Planned Parenthood's conduct, Snake Nation has suffered and continues to suffer damages, in an amount to be proven at trial.

**FIFTH CAUSE OF ACTION**  
**(Tortious Interference – Against Planned Parenthood)**

103. Snake Nation repeats, realleges, and incorporates by reference all of the allegations in the preceding paragraphs as if set forth here at length.

104. Snake Nation has a business office in South Africa, and works on various initiatives across the African continent.

105. During the Campaign, Snake Nation hired Billis as independent contractors and invested substantial resources in training the Billis in digital content creation.

106. The Billis served as Snake Nation ambassadors for the Campaign, and helped form relationships for Snake Nation in West Africa.

107. Planned Parenthood was aware that the Billis were Snake Nation contractors and that Snake Nation had asked that all communications to the Billis be made through Snake Nation.

108. Nonetheless, Planned Parenthood coerced the Billis into severing all ties with Snake Nation after Planned Parenthood terminated the MSA, by withholding their salaries and instead offering them so-called bonuses on the condition that the Billis sever all ties with Snake Nation and agree to work exclusively with Planned Parenthood. On information and belief, Planned Parenthood has continued to require the Billis to work with it exclusively, and otherwise made efforts that have prevented Snake Nation from working with the Billis.

109. Planned Parenthood interfered with Snake Nation's relationship with the Billis and deprived Snake Nation of the working relationships it had cultivated, including Snake Nation's ability to work with the Billis on other ventures in West Africa's creative economy.

110. Further, to the extent PPFA is not deemed to be a direct party to the MSA, it is liable for interfering with Snake Nation's contractual relationship with PPG.

111. Snake Nation delivered the services it was required to under the MSA.

112. On information and belief, after PPFA changed leadership in 2019, PPFA began looking for a way out of its obligations to Snake Nation and take on sole ownership of the Campaign for itself because Snake Nation was being recognized for its work on the Campaign.

113. On information and belief, PPFA used its control over PPG to require PPG to effect termination of the MSA.

114. PPFA manufactured pretextual grounds for terminating the MSA. PPFA claimed that it had questions about Snake Nation's work after that work had already been approved and billed for, and then terminated the MSA without providing Snake Nation an opportunity to address concerns with its work, in violation of Snake Nation's rights, including the MSA's "good faith" dispute resolution provision for billing disputes.

115. PPFA's unlawful interference with and termination of the MSA prevented Snake Nation from realizing the full benefits of the MSA, including Snake Nation's expectation to be paid for its approved work.

116. As a direct and proximate result of Planned Parenthood's conduct, Snake Nation has suffered and continues to suffer damages, in an amount to be proven at trial.

**SIXTH CAUSE OF ACTION**  
**(Unfair Competition – Against Planned Parenthood)**

117. Snake Nation repeats, realleges, and incorporates by reference all of the allegations in the preceding paragraphs as if set forth here at length.

118. By breaching its contractual obligations to Snake Nation and by misappropriating the Billis from Snake Nation, Planned Parenthood has acted in bad faith and has engaged, and is continuing to engage in unfair competition against Snake Nation.

119. After terminating the MSA, Planned Parenthood continued to run the Campaign itself, and, on information and belief, has used the model Snake Nation developed for the Campaign to promote other reproductive health and awareness campaigns.

120. On information and belief, Planned Parenthood has continued to employ the Billis Snake Nation hired and trained, benefitted from the resources Snake Nation invested in the Billis, and capitalized on the influence those Billis have in West Africa.

121. Planned Parenthood ensured that Snake Nation would be precluded from operating other social media campaigns in West Africa by coercing the Billis into severing all ties with Snake Nation, refusing to pay the media vendors Snake Nation contracted with that Planned Parenthood was contractual obligated to reimburse under the MSA, and attempting to create the overall impression that Snake Nation could not be trusted to pay those with whom it agreed to work.

122. Planned Parenthood ensured that Snake Nation would no longer be able to capitalize on the influence the Billis have in West Africa by requiring them to sign documents binding them to work exclusively with Planned Parenthood.

123. On information and belief, Planned Parenthood has continued to require the Billis to work with it exclusively and to misrepresent the circumstances under which it ended its business relationship with Snake Nation.

124. As a result of Planned Parenthood's actions, Snake Nation has suffered and will continue to suffer injury, including loss of goodwill and harm to its business.

125. As a direct and proximate result of Planned Parenthood's conduct, Snake Nation has suffered and continues to suffer damages, in an amount to be proven at trial.

**WHEREFORE:** Snake Nation respectfully requests that the Court enter judgment against Defendants as follows:

- A. Awarding Snake Nation actual and consequential damages, in amount to be proven at trial;
- B. Awarding Snake Nation pre and post judgment interest, costs, and attorneys' fees;
- C. Awarding Snake Nation such other and further relief as the Court deems appropriate.

**DEMAND FOR JURY TRIAL**

Snake Nation respectfully demands a trial by jury of all issues so triable.

Respectfully submitted,

**LOWENSTEIN SANDLER LLP**

1251 Avenue of the Americas

New York, New York 10020

(212) 262-6700

*Attorneys for Ghost in the Machine Inc. d/b/a Snake Nation*

Dated: October 28, 2022

By: s/ Craig Dashiell  
Craig Dashiell